## UNITED STATES DEPARTMENT OF JUSTICE WASHINGTON, D.C. 20530

Bud. Bureau No. 43-R216.7 Approval expires Oct. 31, 1971

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## TO REGISTRATION STATEMENT

EXHIBIT A

REGISTRATION SECTION

Under the Foreign Agents Registration Act of 1938, as amended

Control to the Control Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. 2. Registration No. 1. Name and address of registrant Sydney Morrell & Company, Inc. be. ter; our except poors, age, 152 East, 78th, Street ar the ratio rates are made New York, N. Y. 10021 he are a growing relative 1661 4. Principal address of foreign principal 3. Name of foreign principal 55 Exhibition Street - 4th floor Victoria Promotion Trust Fund Melbourne, Victoria 3000, Austral 5. Indicate whether your foreign principal is one of the following type: Foreign government Foreign political party  $oxed{X}$  Foreign or  $oxed{\Box}$  domestic organization: If either, check one of the following: Committee Partnership Corporation Voluntary group Trust Fund Other (specify) Association Individual - State his nationality N.A. 6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. enal and read but all ကြောင့်လေးသည်။ ကြောင်းများသည်။ သည်သည်။ သည်သည်။ သူ့ချင်းသည်သည်း ကြောင်းများသည်။ သည်များသည် သည်များသည်။ သည်များသည်။ သည်များသည်။ သည်များသည်။ သည်များသည်။ သည်များ b) Name and title of official with whom registrant deals. 7. If the foreign principal is a foreign political party, state: p6 07 69 a) Principal address: Burney of the period of sequences from the weeken a sequence, and conb) Name and title of official with whom the registrant deals. c) Principal aim Superigrand in his, the segretary has been a ready being by both and a superposition S. Walter TEATER SHIELD CHE TOTAL 8. If the foreign principal is not a foreign government or a foreign political party, 1 - 90 - Grand Common Maximum Common general Co a) State the nature of the business or activity of this foreign principal Trust Fund - to develop though the property of the  ${f State}$  and  ${f State}$  and  ${f State}$  and  ${f Australia}$  and  ${f Copenity}$  and  ${f Copenity}$  and  ${f Copenity}$ the colough, and legal to a trace of position between the following to the company to the company to the UPDATE OF 3/8/7400 Covered and respect to the property of the contraction of the property of the contraction 1) le mis poura bracilie,

b) Is this foreign principal			
Owned by a foreign government, foreign po	litical party, or other fo	oreign principal	Yes No
Directed by a foreign government, foreign p	political party, or other	foreign principal	Yes No
Controlled by a foreign government, foreign	n political party, or oth	er foreign principal	Yes No
Financed by a foreign government, foreign	political party, or othe	r foreign principal.	Yes No
Subsidized in whole by a foreign government principal	na second of the	rty, or other foreign	ı
Subsidized in part by a foreign government  o) principal.	, foreign political party	y, or other foreign	Yes No
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9. Explain fully all items answered "Yes" in Ite be used.)	em 8(b). (If additional	space is needed, a	full insert page may
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S. Indicate whether your foreign principal is one o	of the retrained of		
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Furnish this exhibit for EACH to additional for EACH additional for	ərviğn principal listed i oreiğn principal acquire	in an initial statema ad subsequently.	SIN .
Date of Exhibit A Name and	Title	Signature	01/2 7 00
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i	EARIBIT A		

ureau No. 43-R435 Approval Expires Oct. 31, 1971

## DEPT. OF JUSTICE Washington, D.C. 20530

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**EXHIBIT B** 

REGISTRATION SECTION TO REGISTRATION STATEMENT Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Foreign Principal Name of Registrant Sydney Morrell & Company, Inc. Victoria Promotion Trust Fund Check Appropriate Boxes: The agreement between the registrant and the above-named foreign principal is a formal  $\mathbf{X}$ written contract. If this box is checked, attach two copies of the contract to this exhibit. There is no formal written contract between the registrant and foreign principal. The 2. agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence. 3. The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or We are engaged in informational activities on behalf of the Victoria understanding. Promotion Trust Fund with a view to attracting investment capital and tourist trade to the State of Victoria, Australia. We edit and publish a monthly 8-page Newsletter designed to encourage U.S. investment in Australia and sent to some 4,000 US business leaders. We distribute from time to time letters to officers of manufacturing firms in selected industrial categories inquiring as to the interest of manufacturers in licensing arrangements for the manufacture of their products in Victoria. We write and issue to the trade and financial press occasional news releases concerning commercial and economic developments in Australia. We offer our services to visitors to the US of state and business leaders of Victoria (including meeting them at the airport, escorting them to their hotels and arranging luncheons and miscellaneous entertainment). We correspond with US firms and industries interested in direct investment or licensing arrangements in Victoria.

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<ul> <li>Describe fully the above foreign print</li> </ul>	e activities the regist ncipal.		or proposes t	o engage in oi	n behalf of the
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Will the activitie	es on behalf of the abo	ova foraign prin	cinal include	nolitical activ	ities as define
Section 1(o) of the	he Act? <sup>1</sup> Yes	No x	cipal include	pointicui uciiv	
• . •		•			•
If yes, describe	all such political acti	ivities indicatin	g, among other	er things, the r	elations, intere
or policies to be	influenced together v	vith the means t	o be employed	d to achieve th	iis purpose.
•					
•					

Date of Exhibit B

Name and Title

Signature

January 21, 1971

Patricia A. Kendall, Secretary-Treasurer Patricia a. Kemball

GPO 896-918

Political activity as defined in Section 1(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

FEDICIONIA SABDICTION COMMITTEN SE EXHIBITION STREET, MELEOURNE, AUSTRALIA 2000
RECISTRATION SECTION

CHAIRMANI

CR. SID MAURICE NATHAN E.B.E.

STEEL CONTRACTOR

MARGLE AUSTIN 6.3.E.
D. FLETCHER JONES 6.3.E.
SER CECL LOCKER
SER HIMMSTE HUNE O.M.G.
J. C. MACCHEEON C.W.C., C.B.E.
SER CHARLES ECCRATY O.B.E.
ALEM B. MCSAY C.B.D.
M. G. A. GEEORIE
T. M. RAMBAY O.M.G.
OLIVER C. SHAWL
A. W. TURMER
C. P. H. WILSON C.M.G.
EMBOYOR: D. J. ANDERSON

8th October, 1970.

Messrs. Sydney Morrell & Co.Inc., 152 East 78th Street, NEW YORK, N.Y. 10021.U.S.A.

Gentlemen,

I refer to the Agreement dated the first of July, 1963 between the Victoria Promotion Committee and your Company for the provision of Public Relations Consultant Services on behalf of this Committee in respect of year ended June 30th.1964. I refer also to subsequent correspondence which was served to renew this Agreement on an annual basis since that time.

I have been directed by the Committee to inform you of its resolve to appoint Sydney Morrell and Company Inc. as its Public Relations Consultants in the United States of America and the Dominion of Canada for a further period of one year ending June, 30th.1971. This appointment is made on the same terms and conditions as those specified in the abovementioned formal Agreement dated July first, 1963, save and except that the fee specified in Clause 4, thereof is amended so as to provide for payment by the Victoria Promotion Committee to your Company during the period of engagement of a fee at the rate of \$U.S. 4000 (Four Thousand Dollars-U.S.Currency) per month. In addition, the Committee undertakes to pay "cut-of-pocket" expenses of the nature described in Clause 4 of the aforementioned Agreement on submission by your Company of supporting vouchers.

I would be grateful if you would regard this letter as formal notification of the Committee's intentions in the foregoing connection.

Yours faithfully,

D.J.ANDERSON.

Jehr Land and the second

Director.

DJA/cah

UNDER THE SPONSORSHIP OF THE GOVERNMENT OF VICTORIA. TELEPHONE 654-4611 (3 lines), TELEX-AA36069, CABLES: "PROMOTION MELBOUT

RECEIVED DERT. OF JUSTICE

FEB 22 | 54 PM '71 REGISTRATION SECTION

WHIS ACREATERY is rade as at the First day of July Un. thousand rise hundred and sixty-three

RETABLE MURCAD JUSTE OF 233 Colling Sur-Malbourns in the state of Vietoria, Commonwealth of Australia, Rewspaper Emecutive, JOHA CHARRANT of 473 Bourke Street, Kelbourne aforesaid, Advertising Consults JAMES CHARLTON WAGGINSON of State Public Offices, Pressu Place, Melbourne aforessid, Public Servant, Million of KIMPATRICE of 330 William Street, Melbourne aforosail, Managing Director, ALMO DUNSON BOWAY of Washledon, Louis England, Rewapager Tractive, and RAURICE REPORT FROM 152 Bourks Street, Aslbourne aforesaid, Managing Discour. (hereinafiter called "the Trustees" which expression shall where the context samits or requires be deemed to incluthe survivors or survivor of them and other brustees of trustee for the time being of a fund called "the Vieling Promotion Trust Fund" established for the purpose of promoting the State of Victoria in overseas communics (manticularly the United States of America, the Dominion of Canada and the United Kingdom) with a view to attracting investment capital, tourist trade and other benefits to the said State and some particularly referred to in a Declaration of Trust made by the Trustees on the Thombysecond day of Narch One thousand mino hundred and fillyof the one this

A N D SYDNAY COMMENT & COLLARY INC. a body component established pursuant to the laws of the State of Delamining in the United States of America and having its paintaged place of business at 152 Best 76th Street, Now York 21. New York (hereinafter called "the Company") as Public Relations Consultants

of the other par

## NOW THIS ASSETSED ATTITES SHIFT

1. THE Company shall be and is hereby appointed public

relations consultants in the United States of America :
the Deminion of Casada for the Victorian Premotion has a
fund which the Company has agreed to do.

2. THE engagement shall terminate on the Phirtieth day June One thousand nine hundred and sixty-four but cities party may at any time give notice to the other termination the engagement as from a date ninety days after service the notice.

3. IN addition to all other duties to be carried out by the Company under this engagement the Company shall be responsible for and shall arrange at the cities of fam Bancisco and Bos Angeles and at such other places as may be mutually agreed upon between the parties hereto for the ception of such visitors as are from time to time much ed by the Trustees and for the extension to such visitor all proper courtesies and assistance at such cities and other places and for a reasonable distance therefor.

PROVIDED THAT nothing herein shall require the Company itself to establish any place of business or any special facilities in such cities or other places.

4. THE Prostess, from and after the First day of July (
thousand wine hundred and sixty-three will pay the Compositor its services during the period of the engagement of at the rate of Two whousand nine hundred and sixteen fol and sixty-six cents per month and in addition on product to them of supporting vouchers will within Phirty days of the receipt of such vouchers pay the Company out-of-pool expenses recessarily incurred in performing such service buch out of pocket expenses shall include -

- (a) Stationery and other supplies and mineographing at cost to the Company, cables, telephone charge and postage approved by the Trustees from time time.
- (b) Travelling, hotel and entertainment expenses to be approved by the Trusuess from time to time.
- (c) Any expenditure in relation to projects records:

- s et to and approved by the Tractess including emy expenditure incurred under Clause 3 herself.
- (d) Such other disbursements by the Company approved; in writing by the Trustees.
- 5. This ice payable to the Company under Clause 4 and minimum sensitis due to the Company shall be remitted by the Trustees each month to the Company at its address est on hereix.
- 6. THE Company will furnish to the Trustees menthly progress reports and in addition will submit to the Trustees a detailed proposal with an estimate at cost of every project for their approval before incurring any expendictures upon such project.
- 7. HOWERTHARMOUSE anything hereinbefore contained Valo agreement is conditional on the Company retaining during the term of the engagement the services of Ar. Sydney Morrell of 152 East 78th Street, New York 21, How York, in connection with the business of the Victorian Frometi: Trust Fund. In the event of the said Sydney Morrell leaving the service of the Company for any reason what rever or failing for a continuous period of one month to personally supervise the business of the Company in respense of this agreement and engagement shall, at the relationation of the Trustees, which option shall be enercicable by the Prestees by notice sent to the Company et any time after the happening of such event, forthwith cause and determine.
- 8. All notice, or other proceeding pursuant to or arising out of this agreement, to be served on or sent to either party by the other may be given by cable or aimsail latter and shall be desired to be duly served or received as the may be on the day after dispatch if given by cable or on the seventh day after dispatch if given by aimsail letter Any such notice or other proceeding to be given by the Trustees to the Company shall be deemed to be properly given if signed by the Director for the time being of the

Vistorian Proposion Commission on Wahalf of the Linestee. and sent as aforesaid to the Company at its address but out herein and any such notice or other proceeding to he given by the Jompany to the Trustees shall be docated to bu properly given if cent as aforesaid to the Director of the Viewowien Promotion Committee at 129 Sweneton Sirect, Melbourns, Justmalia.

9. THUS Agreement shall be construed in accordance with the law of the State of Victoria, Commonwealth of Lusty 11 and the Company hereby agrees to submit to the jurisdictin of the Courts of the said State.

IN WITTESS whereof the parties hereto have set their hands the day and year first hereinbefore written.

SIGNED by the doid HeROLD TOSLED within in the presence of :-

MiD by the said Juli WiMGWR in the presence

SIGNED by the said JAMES CHARLEDS DACGIBSON IN THE PROPERTY OF 15

SIGNED by the soid VILLIAN
JOHN KILPATRICK in the

SIGNED by the said ALEC BEESCA McKAY in the pres-ence of :-

Jan y

SIGNED by the said MAUFILLE ) ANNOUD NATHALL in the pres- )